

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
MATEO GUERRERO-TABARES,

Plaintiff,

-against-

THE CITY OF NEW YORK; NYPD ASSISTANT  
CHIEF JAMES MCCARTHY; NYPD LIEUTENANT  
MICHAEL BOYLE; NYPD OFFICER RYAN  
BLACK; and NYPD DETECTIVE SPECIALIST  
KHALEEF ALLICOTT,

Defendants.

~~**[PROPOSED]**~~  
**JUDGMENT AGAINST  
THE CITY OF NEW  
YORK**

**24-cv-6361 (JLR)**

-----X  
**WHEREAS**, Plaintiff commenced this action by filing a complaint on August 23, 2024,  
alleging that Defendants violated Plaintiff's rights under the federal constitution and state law;  
and

**WHEREAS**, on April 29, 2025, pursuant to Rule 68 of the Federal Rules of Civil  
Procedure, Defendants City of New York, New York City Police Department ("NYPD")  
Assistant Chief James McCarthy, NYPD Lieutenant Michael Boyle, NYPD Officer Ryan Black,  
NYPD Detective Specialist Khalef Allicott, and any defendant who is currently or subsequently  
named and hereafter represented by the Office of the Corporation Counsel in this action ("the  
City Defendants"), offered to allow Plaintiff to take judgment against Defendant City of New  
York in this action for the total sum of Ten Thousand and One (\$10,001.00) Dollars, plus  
reasonable attorneys' fees, expenses, and costs to the date of the offer – April 29, 2025 - for  
Plaintiff's federal claims against the City Defendants; and

**WHEREAS**, on May 5, 2025, Plaintiff provided the City Defendants with written notice  
that Plaintiff had accepted the City Defendants' Rule 68 Offer of Judgment;

**NOW, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Plaintiff Mateo Guerrero-Tabares hereby takes judgment against Defendant City of New York in this action for the total sum of Ten Thousand and One (\$10,001.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of the offer – that is, April 29, 2025 – for Plaintiff's federal claims against the City Defendants.

2. This judgment is in full satisfaction of all federal and state law claims or rights that Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants City of New York, McCarthy, Boyle, Black, Allicott, or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

3. The City Defendants' Offer of Judgment was made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by Defendants City of New York, McCarthy, Boyle, Black, Allicott, or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that Plaintiff has suffered any damages.

4. By accepting the City Defendants' Offer of Judgment, Plaintiff releases and discharges Defendants City of New York, City of New York, McCarthy, Boyle, Black, and Allicott; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by Plaintiff arising out of the facts and circumstances that are the subject of this action.

5. By accepting the City Defendants' Offer of Judgment, Plaintiff waives Plaintiff's right to any claim for interest on the amount of the judgment.

6. By accepting the City Defendants' Offer of Judgment, Plaintiff agrees that the aforesaid payment of Ten Thousand and One (\$10,001.00) Dollars to Mateo Guerrero-Tabares within ninety (90) days of the date of acceptance of the offer – that is, within ninety (90) days of May 5, 2025, or by August 3, 2025 - shall be a reasonable time for such payment, unless Plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If Plaintiff is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date the Plaintiff submits to Counsel for the City Defendants a final demand letter from Medicare.

7. By acceptance the City Defendants' Offer of Judgment, Plaintiff agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff further agrees to hold harmless Defendants City of New York, McCarthy, Boyle, Black, Allicott, and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

Dated: ~~Brooklyn~~ <sup>New York</sup>, New York  
\_\_\_\_\_ May 14, 2025

  
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HON. JENNIFER L. ROCHON  
U.S. District Judge